

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. MISSION AIR SUPPORT, INC.,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.: <u>CIV-21-1034-D</u>
)	
2. KSNL AERO, LLC,)	
)	
Defendant.)	

NOTICE OF REMOVAL

1. KSNL Aero, LLC (“KSNL”) is the Defendant in a civil action brought against it in the District Court of Pottawatomie County, State of Oklahoma, and titled *Mission Air Support, Inc. v. KSNL Aero, LLC*, Case No. CJ-2021-306.

2. Upon information and belief, at the time of filing this action and at the present time, Plaintiff Mission Air Support, Inc. (“Mission Air”) was and is a foreign corporation, organized and existing under the laws of the State of Virginia, with its principal place of business in the State of Virginia.

3. At the time of the filing of this action and at the present time, KSNL was and is a limited liability company, organized and existing under the laws of the State of Nevada, with its principal place of business in the State of Oklahoma. KSNL’s two members are Darrin K. Lofton, an individual who is and was a resident and citizen of the State of Oklahoma, and R. Franklin Ford, Jr., an individual who is and was a resident and citizen of the State of Hawaii.

4. In its state court Petition, Mission Air does not specify the amounts of all of its damages components. However, Mission Air alleges that KSNL caused \$72,000 in additional costs to Mission Air “so far” in relation to one aircraft, “with expectation of continued costs until aircraft [sic] is repaired properly.” Mission Air does not specify any damages relating to the second aircraft, though it expresses an intent to do so. Further, Mission Air asserts a claim for replevin of an aircraft that it contends is worth \$750,000.

5. KSNL also intends to assert counterclaims against Mission Air, including, *inter alia*, claims for breach of contract for failure to pay for parts, labor, and equipment and storage fees, which Mission Air has failed and refused to pay. The amount of damages for this breach of contract claim will substantially exceed \$75,000

6. Based upon the foregoing, the amount in controversy exceeds the \$75,000 threshold specified in 28 U.S.C. § 1332 to invoke federal diversity jurisdiction.

7. This is the kind of action of which the United States District Courts have original jurisdiction because of diversity of citizenship and sufficiency of amount in controversy.

8. Mission Air commenced the state court action by service of summons by hand delivery upon KSNL on October 20, 2021. This Notice of Removal is, therefore, timely filed under the provisions of 28 U.S.C. § 1446.

9. A copy of the docket sheet in the state court action is attached hereto as Exhibit 1 and made a part hereof. Copies of all process and pleadings filed or served upon KSNL in the state court action are attached hereto, marked Exhibits 2-5 and made a part hereof.

Respectfully submitted,

/s/ Joshua D. Burns

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**ATTORNEYS FOR DEFENDANT
KSNL AERO, LLC**

CERTIFICATE OF SERVICE

I hereby certify that, on October 21, 2021, I electronically transmitted the foregoing document to the Court Clerk using the ECF system of filing.

Further, I hereby certify that not later than October 22, 2021, a copy of the foregoing will be hand-delivered to the Pottawatomie County Court Clerk, in Shawnee, Oklahoma, for filing.

Further, I hereby certify that, on October 21, 2021, a copy of the foregoing will be sent via U.S. Mail and email to the following counsel of record in the state court action:

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/s/ Joshua D. Burns

Joshua D. Burns